

AG Contract No.: KR05-1139-TRN  
ADOT ECS File No.: JPA 05-103  
Project No.: STP-QCR-0(001)A  
Project: Riggs Road at Queen Creek  
from Ellsworth Road to Meridian Road  
TRACS No.: SS605 03D  
BUDGET SOURCE ITEM NO.: Federal Funds

## INTERGOVERNMENTAL AGREEMENT

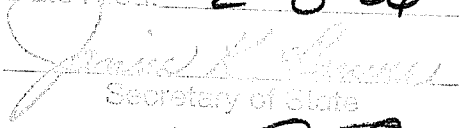
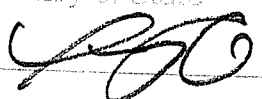
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF QUEEN CREEK

**THIS AGREEMENT** is entered into 8th of February, 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE TOWN OF QUEEN CREEK acting by and through its MAYOR and TOWN COUNCIL (the "Town").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such project is within the boundary of the Town has been selected by the Town; the field survey of the project has been submitted to the Federal Highway Administration ("FHWA") for its approval.
5. The interest of the State in the project is in the acquisition of expended Federal funds for the use and benefit of the Town and to authorize such Federal funds for the project by Federal law and regulations.
6. The Town, in order to obtain Federal funds for the design of the project, is willing to provide Town funds to match Federal funds in the ratio required or as finally fixed and determined by the Town and FHWA, including actual engineering administration costs (CE).
7. The work embraced in this Agreement is for the design of Riggs Road at Queen Creek from Ellsworth Road to Meridian Road.

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NO. 28011  
Filed with the Secretary of State  
Dated Filed: 2-8-06  
  
Secretary of State  
By: 

**Estimated Design Cost (TRACS No.: SS605 03D)**

Federal-aid funds @ 94.3%	\$660,100.00
Town of Queen Creek Funds @ 5.7%	<u>\$ 39,900.00</u>
<i>Estimated Total</i>	\$700,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The cost of the analysis and design work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA as set forth in this Agreement.

2. Therefore, the Town agrees to set aside funds in an amount of \$39,900.00 equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

3. The State will reimburse the Town with Federal funds for design work addressed under this Agreement at 94.3% of the project cost.

4. The Town will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents. And when appropriate provide comments which will be incorporated into the design documents.

5. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain, highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations, review of reports, design plans, maps, and specifications, geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this Agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this Agreement, the State shall not be obligated to incur any expenditure in the project.

**III. MISCELLANEOUS PROVISIONS**

1. The State assumes no financial obligation or liability under this Agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. The cost of the design work covered by this Agreement is to be borne by FHWA and Town, each in the proportion prescribed or as fixed and determined by the FHWA as stipulated in this Agreement. Therefore, Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

3. This Agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement Information

Arizona Department of Transportation  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
Phone : (602) 712-7525  
FAX: (602) 712-7424

Town Manager  
Town of Queen Creek  
22350 South Ellsworth Road  
Queen Creek, AZ 85242-9311  
(480) 358-3150

11. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

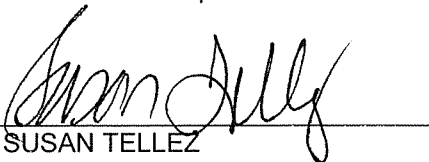
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**TOWN OF QUEEN CREEK**

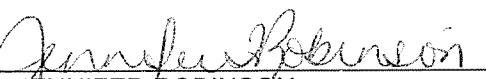
**STATE OF ARIZONA**

Department of Transportation

By   
WENDY FELDMAN-KERR  
Mayor

By   
SUSAN TELLEZ  
Contract Administrator

ATTEST:

By   
JENNIFER ROBINSON  
Clerk

G-05-103-Queen Creek-SS project  
December 8, 2005 - LY



**Minutes**  
**Regular Session**  
**Queen Creek Town Council**  
Queen Creek Town Hall, 22350 S. Ellsworth Road  
Council Chambers  
January 18, 2006  
7:00 p.m.

**DRAFT**

**1. Call to Order**

The meeting was called to order at 7:10 p.m.

**2. Roll Call**

Council Members present: Barney; Coletto-Cohen; Hildebrandt; Holloway; Valenzuela; Vice Mayor Wooten and Mayor Feldman-Kerr.

**3. Pledge of Allegiance**

Led by Mayor Feldman-Kerr.

**4. Ceremonial Matters:** Presentations, Proclamations, Awards, Guest Introductions and Announcements.

A. State of the Town Address – see attached

B. Student of the Month Award – November 2005 and December 2005

Mayor Feldman-Kerr and Council Member Hildebrandt presented the following with the Student of the Month Award for November 2005:

Jasmine Duran – Desert Mountain Elementary School

Nicole Payne – Queen Creek Elementary School

Dillon Palmire – Frances Brandon Pickett Elementary School

Isaac Reed – Franklin Charter School

Kathryn Martorana – Queen Creek High School

Mayor Feldman-Kerr and Vice Mayor Wooten presented the following the Student of the Month Award for December 2005:

Nicholas Regester – Franklin Charter School

Susan Nguyen – Queen Creek Middle School

David Cratte – Frances Brandon Pickett Elementary School

Seth Clare – Desert Mountain Elementary School

Dallin Miller – Queen Creek Elementary School

Olivia Kleinlein – Barnes Elementary School

C. Front Porch Bench Winners

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Queen Creek Town Council  
January 18, 2006  
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Mayor Feldman-Kerr presented Shawna Pauli (not able to attend) and Tracy McClure with front porches as winners of door prize drawings.

D. Presentation to the Town Council from San Tan Historical Society

Dave Salge, President of the San Tan Historical Society, gave a brief history of the restoration project of the Rittenhouse School. Mr. Salge presented the Queen Creek Town Council with a certificate plaque of appreciation for helping with funding of the restoration of the roof and also presented Debbie Gomez, Parks & Recreation Director and the Parks & Recreation Department with a certificate of appreciation for facilitating the use of the school for community uses.

The Meeting was recessed from 8:00 – 8:25 pm for refreshments.

Council Member Barney was excused from the meeting due to a family emergency at 8:25 p.m.

**DRAFT**

5. **Public Comment:** Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

Irene Roard-Jasso, 20861 E. Orchard Lane, Queen Creek, AZ, submitted written comments in regard to senior programs.

Mark Young, representing the Boys & Girls Club gave a report on the Holiday Festival & Parade. He said the proceeds would be used for establishing the Boys & Girls Club in Queen Creek and a portion would go to the Kiwanis Club of Queen Creek and that planning for the 2006 Parade & Festival has started.

6. **Consent Calendar:** Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

A. Consideration and possible approval of the November 9, 2005 Special Session Minutes.

B. Consideration and possible approval of the December 21, 2005 Work Study and Regular Session Minutes.

C. Consideration and possible approval of the November 2005 Financial Statement.

D. Consideration and possible approval of the reallocation of budgeted funds within the Community Development Department in the amount of \$53,097.77.

E. Consideration and possible approval of appointments to the Transportation Advisory Committee.

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F. Consideration and possible approval of purchases over \$10,000.

1. \$20,000 – two-day training for 20 staff members for “Fundamentals of Construction Methods”

G. Consideration and possible approval of enhancement of broadband and telecommunication services throughout the Town of Queen Creek.

H. Consideration and possible approval of recommended ITS (Intelligent Transportation System) standards.

I. Consideration and possible approval of equipment standards for the construction of signalized roadway intersections.

J. Consideration and possible approval of **Resolution 536-05** adopting a revised Traffic Calming Policy.

K. Consideration and possible approval of a traffic calming devices for Via del Jardin.

L. Consideration and possible approval of a professional services contract in the amount not to exceed \$1.15 million with EPS Group, Inc., for the design of the Riggs Road project between Ellsworth and Meridian Roads.

M. Consideration and possible approval of an easement to Salt River Project Agricultural Improvement and Power District for the Bogle-Rittenhouse 69kv Transmission Line Project, located on the Hawes Road right-of-way north of Ocotillo Road.

N. Consideration and possible approval of **Resolution 537-06** designating the Town Manager to act as the applicant's agent for the Arizona Division of Emergency Management State Assistance Program for the repair of portions of Queen Creek Wash.

O. Consideration and possible approval of a professional services contract in the amount not to exceed \$5,900 with LL Decker and Associates for additional public outreach meetings for the Fire Service/EMS Committee.

P. Consideration and possible approval of **Ordinance 330-06** amending Queen Creek Town Code Chapter 9, Noise, regarding noise and barking dogs.

Q. Consideration and possible approval of the Final Plat for Queen Creek Village Center.

R. Consideration and possible approval of a contract in the amount not to exceed \$10,000 with Municipal Solutions, LLC for telecommunications consulting services.

S. Consideration and possible approval of acceptance of easement dedications for portions of Sonoqui Wash for right-of-way.

T. Consideration and possible approval of acceptance of the Cortina Subdivision Improvements – Parcels 7, 11 and 1B.

DRAFT

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U. Consideration and possible approval of a contract in the amount not to exceed \$75,000 with Sell & Associates, Inc., for appraisal services in connection with the Ellsworth Road and Rittenhouse Road Improvement District.

V. Consideration and possible approval of a professional services contract in the amount not to exceed \$10,000 with J2 Engineering to provide engineering analysis of the Queen Creek Landfill.

Items H, I, J & P were removed from the Consent Calendar.

**Motion:** Hildebrandt                      **Second:** Valenzuela

To approve the remainder of the Consent Calendar as presented.

**Vote:** Unanimous

**Item H:** Staff requested an indefinite continuance.

**Motion:** Coletto-Cohen                      **Second:** Wootten

To continue Item H indefinitely.

**Vote:** Unanimous

**Item I:** Council discussed staff's recommendation for brown painted poles.

**Motion:** Wootten                      **Second:** Coletto-Cohen

To approved Item I with galvanized poles with further discussion on paint application at a future meeting.

**Vote:** Unanimous

**Item J:** Council asked if traffic counts/studies would be conducted with each request for traffic calming devices. Staff responded that the traffic engineer would determine the necessity for any studies.

**Motion:** Holloway                      **Second:** Valenzuela

To approve Item J as presented.

**Vote:** Unanimous

**Item P:** Council discussed the need to be consistent with the hours of all noise ordinances, amending the hours to begin at 5:00 am (9-1-6D and 9-1-6(E)(12) and discussed deleting reference to people passing on sidewalk or public streets (Section 9-1-6G).

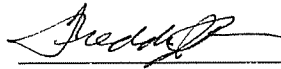
**Motion:** Hildebrandt                      **Second:** Wootten

ATTORNEY APPROVAL FORM

FOR THE TOWN OF QUEEN CREEK


I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF QUEEN CREEK, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 21st day of December, 2005.

  
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Attorney



<p><b>TERRY GODDARD</b> Attorney General</p>	 <p><b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p><b>CIVIL DIVISION</b> <b>TRANSPORTATION SECTION</b> Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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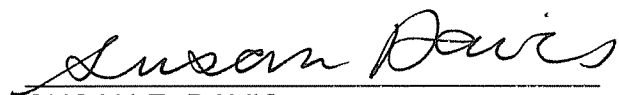
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR05-1139TRN (**JPA 05-103**), an Agreement between public agencies, i.e., The State of Arizona and The Town of Queen Creek, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: January 23, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:943681  
Attachment